

Network Operating Agreement
EXHIBIT "A"

EQUIPMENT TO INTEGRATE THE NETWORK CUSTOMER INTO THE
TRANSMISSION SYSTEM

Note: The equipment needed to integrate the Customer into the Transmission Provider's transmission system includes, but is not limited to remote terminal units ("RTU"), metering points and equipment, and any relaying equipment and settings. This listing should include the interconnection points and the necessary equipment and data needed to integrate the Transmission Provider and the Network Customer consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System

Network Operating Agreement
EXHIBIT "B"

DATA TRANSFER

Note: Each Party shall furnish to the other Party data available to it on such time bases as are established by the Parties when such data are needed for settlement, operating records, or other purposes consistent with the objectives thereof. As promptly as reasonably practicable, each Party shall render to the other Party statements setting forth data from sources available to it in such detail and with such segregation as may be needed for the transmission service provided under the Network Provisions of the Tariff. The data shall include, but not be limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch, voltage schedules, loss factors, and other real-time data.

Network Operating Agreement
EXHIBIT "C"

SOFTWARE SYSTEMS

Note: The Parties shall provide the software needed for data links and constraint dispatching.

Network Operating Agreement
EXHIBIT "D"

LONG-TERM PLANNING

Note: The Network Customer shall provide 10 year load and resource forecasts to allow the long-term planning of the integrated systems. Also included shall be any future changes in the transmission systems of either party, which will affect the operation, or reliability of the Transmission System.

Network Operating Agreement
EXHIBIT "E"

CONTROL AREA REQUIREMENTS

<u>SERVICE</u>	<u>FROM TRANSMISSION PROVIDER</u>	<u>CUSTOMER AS CONTROL AREA</u>	<u>FROM THIRD PARTY</u>
Scheduling, System Control and Redispatch			
Reactive Supply and Voltage Control			
Regulation and Frequency Response			
Energy Imbalance			
Operating Reserve- Spinning			
Operating Reserve- Supplemental			

Note: The Network Customer shall arrange for all Control Area Requirements including necessary Ancillary Services. These requirements can be met by operating as a Control Area, contracting with the Transmission Provider, or by contracting with a Third Party. The elections of the Customer shall be noted above.

ATTACHMENT H

Index Of Network Integration Transmission Service Customers

Service Agreement No.	Customer	Date of Service Agreement
4	Cinergy Services, Inc. – Blanchester, OH	December 1, 2001
5	Cinergy Services, Inc.	June 1, 2001
6	Cinergy Services, Inc. – Lebanon, OH	July 1, 2001
7	Cinergy Services, Inc. – Bethel, OH	January 1, 2001
8	Cinergy Services, Inc. – Ripley, OH	January 1, 2001
9	Cinergy Services, Inc. – Hamersville, OH	January 1, 2002
10	Cinergy Services, Inc. – Georgetown, OH	January 1, 2002
11	The New Power Company	March 1, 2001
12	FirstEnergy Services Corp., now known as FirstEnergy Solutions Corp.	October 1, 2001
13	AES NewEnergy, Inc.	January 1, 2002
14	Strategic Energy, LLC	January 1, 2002
23	Cinergy Services, Inc. – ULH&P	January 1, 2002
27	Minnesota Power (MPEX)	July 9, 1997
28	Great River Energy	March 1, 2000
29	East Kentucky Power Cooperative	December 2, 1999
30	Hoosier Energy Cooperative	June 29, 2001
43	Xcel Energy Services Company as Agent for Northern States Power Company	January 1, 2001

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
44	Central Minnesota Municipal Power Agency	August 1, 2000
45	Missouri River Municipal Power Agency d/b/a as Missouri River Energy Services	December 1, 2000
46	Mid American Energy Company	January 1, 1999
47	Rushford Electric Utility	May 1, 1998
48	St. Charles Light and Water Department	May 1, 1998
49	Southern Minnesota Municipal Power Agency	January 15, 1998
50	Corn Belt Power Cooperative	July 1, 1998
51	Alliant Energy Corporate Services, Inc.	November 11, 2001
52	McGregor Municipal Utilities	September 1, 1999
53	GEN~SYS Energy	September 1, 2001
57	Adams Columbia Electric Cooperative	January 1, 2001
58	Central Wisconsin Electric Cooperative	January 1, 2001
59	City of Stoughton	January 1, 2001
60	Kiel Electric Utility	January 1, 2001
61	Prairie du Sac Electric & Water Utility	January 1, 2001
62	Rock County Electric Cooperative	January 1, 2001
63	Village of Pardeeville	January 1, 2001
64	Wisconsin Public Power, Inc.	January 1, 2001

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
65	Interstate Power and Light Company/Northern Iowa Windpower, LLC	July 9, 2001
74	SIGECO Wholesale Power Marketing – Jasper, IN	May 15, 1997
75	SIGECO Wholesale Power Marketing – Ferdinand, IN	March 16, 1998
76	SIGECO Wholesale Power Marketing – Cannelton, IN	July 1, 1998
77	City of Huntingburg, Indiana	June 1, 2001
78	SIGECO Wholesale Power Marketing – Tell City, IN	January 1, 1998
80	CILCO Marketing – Riverton, IL	March 1, 2001
81	CILCO Marketing – Corn Belt Energy	April 1, 2001

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
103	GEN~SYS Energy	February 12, 2002
104	Consolidated Water Power Company	February 12, 2002
108	Alliant Energy Corporate Services, Inc.	December 15, 2001
112	Wisconsin Public Power Inc. (WPPI)	November 12, 2001
116	Cinergy Services, Inc. as agent for and on behalf of the Cincinnati Gas & Electric Company & PSI Energy Inc	January 8, 2002
119	Southern Indiana Gas and Electric Company	January 1, 2002
123	Hoosier Energy, Inc.	February 1, 2002
127	Otter Tail Corporation	January 29, 2002
131	American Electric Power Service Corporation as agent for the AEP Operating Companies	January 24, 2002
135	Madison Gas & Electric Company	January 22, 2002
139	Split Rock Energy LLC	January 8, 2002
146	Reliant Energy Services Inc.	November 20, 2001
150	Wisconsin Public Service Corporation	January 23, 2002
160	Northern States Power Company (NSP Energy Marketing)	January 24, 2002
170	Lincoln Electric System	December 15, 2001
177	Cargill Power Markets, LLC ,formerly Cargill-Alliant, LLC	November 2, 2001
181	Central Illinois Light Company (CILCO) - CILM	January 16, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
188	Upper Peninsula Power Company – UPPCO Generation & Marketing	January 24, 2002
195	Constellation NewEnergy, Inc., formerly AES NewEnergy, Inc.	December 15, 2001
199	Strategic Energy LLC	December 13, 2001
212	Indiana Municipal Power Agency (IMPA)	October 25, 2001
216	Manitowac Public Utilities (MPUG)	November 13, 2001
220	Central Illinois Light Company (CILR)	January 16, 2002
224	Dairyland Power Cooperative	December 15, 2001
228	Southern Illinois Power Cooperative	October 23, 2001
232	City of Springfield, Illinois, City Water, Light & Power	February 15, 2002
236	Illinois Municipal Electric Agency	January 18, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
240	Montana-Dakota Utilities Co.	October 26, 2001
244	MidAmerican Energy Company	January 25, 2002
245	Minnesota Power	January 23, 2002
252	Northwestern Wisconsin Electric Company	December 15, 2001
256	Utilities Plus	January 25, 2002
260	Minnesota Municipal Power Agency (MMPA)	October 24, 2001
264	Southern Minnesota Municipal Power Agency (SMMPA)	November 15, 2001
268	FirstEnergy Solutions Corp.	January 29, 2002
275	Basin Electric Power Cooperative	February 12, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
279	Cinergy Services, Inc.	December 15, 2001
285	Dynegy Power Marketing, Inc.	January 9, 2002
295	Louisville Gas and Electric Company/ Kentucky Utilities Company	January 30, 2002
299	Manitoba Hydro	February 21, 2002
303	The New Power Company	February 1, 2002
310	Wabash Valley Power Association, Inc.	October 24, 2001
321	Indianapolis Power & Light Company	February 22, 2002
324	Ameren Energy, Inc.as agent for and on behalf of Union Electric Company d/b/a AmerenUE and Ameren Energy Generating Company	January 18, 2002
328	Constellation Power Source, Inc.	January 18, 2002
337	Dynegy Energy Services, Inc.	January 9, 2002
344	enXco, Inc.	December 6, 2001
348	Allete, Inc. d/b/a Minnesota Power-MPEX	November 27, 2001

ATTACHMENT H (Continued)

<u>Service Agreement No.</u>	<u>Customer</u>	<u>Date of Service Agreement</u>
358	Ameren Energy Marketing Company	February 12, 2002
359	CMS MS&T Michigan L.L.C.	January 29, 2002
380	East Kentucky Power Cooperative	January 31, 2002
390	Municipal Energy Agency of Nebraska (MEAN)	March 7, 2002
405	Aquila, Inc. d/b/a Aquila Networks, formerly UtiliCorp United Inc.	October 26, 2001
423	Kiel Electric Utility	February 1, 2002
442	Engage Energy LLC formerly Engage Energy America LLC	December 28, 2001

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
449	IDACORP Energy L.P.	April 8, 2002
482	Virginia Electric and Power Company	April 8, 2002
489	Edison Sault Electric Company	February 6, 2002
493	Energy America, LLC	April 1, 2002
494	Village of Georgetown	April 1, 2002
508	GEN~SYS Energy	April 1, 1998
509	Blue Earth Light & Water Department	February 1, 1999
510	Medford, WI	December 10, 1999
511	Rice Lake Electric Utility	September 28, 2000
512	Adams Columbia Electric Cooperative	January 15, 2001
515	Central Wisconsin Electric Cooperative	February 22, 2001
516	City of Kiel Utilities	December 28, 2001

ATTACHMENT H (Continued)

<u>Service Agreement No.</u>	<u>Customer</u>	<u>Date of Service Agreement</u>
517	City of Stoughton	December 7, 2000
518	Consolidated Water Power Company	October 3, 2001
519	Dairyland Power Cooperative	October 1, 2001
520	Edison Sault Electric Co.	December 26, 2000
521	Madison Gas and Electric	November 1, 2000
522	Manitowoc Public Utilities	August 27, 2001
523	Oconto Falls Water and Light Commission	January 1, 2001
524	Prairie du Sac Utilities	December 27, 2000

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
525	Rock County Electric Cooperative	January 25, 2001
526	Stratford Water & Electric Utility	December 20, 2000
527	Upper Peninsula Power Co.	July 26, 2001
528	The Village of Pardeeville	March 22, 2001
529	Washington Island Electric Cooperative	January 1, 2000
530	Wisconsin Electric Power Co.	December 13, 2000
531	Wisconsin Power and Light Co.	January 25, 2001
532	Wisconsin Public Power Inc.	January 8, 2001
534	Wisconsin Public Service Corp.	December 27, 2000
535	Wisconsin Rapids Water Works and Lighting Commission	January 2, 2002
537	Madison Gas and Electric Company, Wisconsin Public Service Corporation, Wisconsin Power and Light Company and American Transmission Company, LLC	August 17, 2000
538	Quest Energy, LLC	April 8, 2002
539	CMS Marketing, Services & Trading	February 26, 2002
540	Consumers Energy	April 29, 2002
541	City of Bay City, Michigan	January 1, 2002
542	Village of Chelsea, Michigan	January 1, 2002
543	City of Eaton Rapids, Michigan	January 1, 2002
544	City of Hart, Michigan	January 1, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
545	City of Portland, Michigan	January 1, 2002
546	City of St. Louis, Michigan	January 1, 2002
547	Nicor Energy, LLC	September 6, 2001
548	Wolverine Power Supply Cooperative, Inc.	January 1, 1997
549	Wabash Valley Power Association, Inc./Midwest Energy Cooperative	January 1, 2002
550	Detroit Edison Merchant Operations	February 28, 1997
551	City of St. Louis	December 28, 2001
552	City of Hart	December 28, 2001
553	Village of Chelsea	December 28, 2001
554	City of Portland)	December 28, 2001
555	City of Bay City	December 28, 2001
556	City of Eaton Rapids	December 28, 2001
557	Nicor Energy, LLC	July 8, 2002
558	Nordic Marketing LLC	July 17, 2002
559	Sempra Energy Solutions	July 10, 2002
560	Wolverine Power Supply Cooperative	August 12, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
562	American Municipal Power-Ohio, Inc.	December 1, 1999
567	Buckeye Power, Inc.	June 15, 1998
568	Town of Argos, Indiana	March 1, 2003
569	Indiana Municipal Power Agency	December 6, 2002
1000	Village of Pardeeville	February 1, 2002
1001	Village of Ripley	April 1, 2002
1002	City of St. Charles	February 1, 2002
1006	Bay City Electric Light & Power	May 29, 2002
1010	Village of Chelsea	May 29, 2002
1014	Detroit Edison Merchant Operations	May 29, 2002
1018	Duke Power	May 29, 2002
1022	City of Eaton Rapids	May 29, 2002
1026	EnergyUSA-TPC Corp.	May 29, 2002
1033	City of Hart	May 29, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1037	City of Holland/Holland Board of Public Works	May 29, 2002
1038	Medford Electric Utility	March 20, 2002
1042	Michigan Public Power Agency	May 29, 2002
1046	Michigan South Central Power Agency	May 29, 2002
1050	Midland Cogeneration Venture Limited Partnership	May 29, 2002
1054	Midwest Energy Cooperative	May 29, 2002
1058	City of Portland	May 29, 2002
1062	Quest Energy, LLC	May 14, 2002
1066	Sebewaing Light & Water	May 29, 2002
1070	City of St. Louis	May 29, 2002
1074	Thumb Electric Cooperative	May 20, 2002
1078	Energy International Power Marketing	May 22, 2002
1085	City of Croswell	May 29, 2002
1086	Wolverine Power Supply Cooperative, Inc.	May 29, 2002
1087	Nordic Marketing LLC	May 29, 2002
1110	Consumers Energy Company d/b/a Consumers Energy Traders	May 29, 2002
1133	Otter Tail Power Company/ Valley Queen Cheese Factory, Inc.	May 2, 2002
1134	Otter Tail Power Company/ City of Perham, MN	July 1, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1135	Superior Water, Light & Power Company/ Rainy River Energy Corporation-Wisconsin	August 1, 2002
1136	Northern States Power Company d/b/a Xcel Energy/GM Transmission, LLC	September 20, 2002
1142	Associated Electric Cooperative, Inc.	August 26, 2002
1145	BP Energy Company	May 20, 2002
1149	Cedar Falls Utilities	March 8, 2002
1153	Conoco Phillips Company, formerly Conoco, Inc.	August 20, 2002
1157	Dominion Retail, Inc.	July 23, 2002
1163	Nicor Energy L.L.C.	June 6, 2002
1167	Ontario Power Generation Inc.	July 30, 2002
1169	City of Pella	April 17, 2002
1173	Rice Lake Utilities	February 14, 2002
1180	Sempra Energy Solutions	June 13, 2002
1184	Southern Illinois Power Cooperative (SIPM)	August 5, 2002
1196	East Kentucky Power Cooperative Inc.	October 31, 2002
1200	Hess Energy Power & Gas Company, LLC	October 25, 2002
1201	MidAmerican Energy Company	October 4, 2002
1202	WPS Energy Services, Inc.	December 1, 2002
1204	Mirant Americas Energy Marketing, LP	October 28, 2002

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1211	Wolverine Power Marketing Cooperative	November 14, 2002
1212	Interstate Power and Light Company, a wholly-owned subsidiary of Alliant Energy Corporation/FPL Energy Hancock County Wind, LLC	January 3, 2003
1213	Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc./ Dakota I Power Partners, LLC	December 31, 2002
1214	Duke Energy Trading and Marketing, LLC	December 17, 2002
1218	Peabody Energy Corporation	November 1, 2002
1220	CMS Energy Resource Management Company, formerly CMS Marketing Services and Trading Company	January 1, 2003
1231	City of Williamstown, Kentucky	December 2, 2002
1235	Badger Power Marketing Authority	February 14, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1236	New London Municipal Utilities/ Interstate Power and Light Company	February 21, 2003
1240	Ameren Energy Marketing Illinois Retail	March 5, 2003
1244	Buckeye Power, Inc.	October 21, 2002
1245	Stratford Water & Electric	July 22, 2002
1246	Otter Tail Power Company (Transmission)/ Otter Tail Power Company (Generation)	March 28, 2003
1247	Interstate Power and Light Company/ Flying Cloud Power Partners, LLC	March 31, 2003
1248	Cinergy Services, Inc./ The City of Hamilton, Ohio	March 31, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1255	Exelon Energy Company	March 11, 2003
1259	The Energy Authority, Inc.	March 1, 2003
1268	Michigan Electric Transmission Company LLC/Kinder Morgan Michigan Operator, LLC	April 28, 2003
1272	City of Bellevue	April 23, 2003
1273	Interstate Power and Light Company, subsidiary of Alliant Energy Corporation (Transmission)/Interstate Power and Light Company, subsidiary of Alliant Energy Corporation (Generation)	June 9, 2003
1274	Corn Belt Power Coop.	June 1, 2003
1275	Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (Transmission)/ Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (Generation)	June 17, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1276	American Transmission Company LLC/ Wisconsin Public Service Corporation	July 1, 2003
1277	American Transmission Company LLC/ Wisconsin Electric Power Company d/b/a We Energies	May 17, 2003
1278	American Transmission Company LLC/ Edison Sault Electric Company	May 17, 2003
1279	American Transmission Company/ Upper Peninsula Power Company	May 17, 2003
1280	Otter Tail Power Company/ FPL Energy North Dakota Wind II	July 18, 2003
1281	DTE Energy Trading	June 1, 2003
1286	Interstate Power and Light Company, subsidiary of Alliant Energy Corporation/ Traer Municipal Utilities	July 24, 2003
1287	Interstate Power and Light Company, subsidiary of Alliant Energy Corporation/ Maquoketa Municipal Electric Utility	August 5, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1291	Columbia Missouri Water & Light Department	August 13, 2003
1295	Dominion Energy Marketing Inc.	July 15, 2003
1299	Orion Power Midwest, L.P.	August 14, 2003
1300	FirstEnergy Service Company on behalf of The Cleveland Electric Illuminating Company, Ohio Edison Company, Pennsylvania Power Company, and The Toledo Edison Company	August 19, 2003
1304	Michigan Electric Transmission Company, LLC/City of Hart	October 16, 2003
1308	Duke Energy Marketing America, LLC	August 12, 2003
1309	EnerStar Power Corp.	March 10, 2003
1310	Wisconsin Rapids Water Works and Lighting Commission	August 11, 2003
1311	Central Illinois Generation, Inc./ Central Illinois Light Company	October 3, 2003
1312	Indianapolis Power & Light Company/ Hoosier Energy Rural Electric Cooperative, Inc.	September 4, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1313	Kentucky Utilities Company/ Smithland Hydroelectric Partners, Ltd.	September 4, 2003
1314	Interstate Power and Light Company, subsidiary of Alliant Energy Corporation/ Anita Municipal Utilities	September 9, 2003
1315	Interstate Power and Light Company, subsidiary of Alliant Energy Corporation/ Coggon Municipal Light Plant Board	August 29, 2003
1316	Michigan Electric Transmission Company, LLC/Wolverine Power Supply Cooperative, Inc./Traverse City Light and Power Department	September 30, 2003
1320	FPL Energy Power Marketing, Inc.	September 4, 2003
1327	Capital Power Inc.	June 12, 2003
1328	Wabash Valley Power Association, Inc.	November 10, 2003
1329	Kentucky Utilities Company/ Cannelton Hydroelectric Project, L.P.	November 14, 2003
1330	Interstate Power and Light/ LJ Trust, LLC	November 14, 2003

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1331	Interstate Power and Light/ Northern Iowa Windpower II, LLC	November 24, 2003
1332	Northern States Power d/b/a Xcel Energy/Simon Industries, Inc.	August 26, 2003
1337	American Transmission Company LLC/Manitowac Public Utilities	December 17, 2003
1338	Otter Tail Power Company/Borderline Wind, LLC	December 19, 2003
1339	American Transmission Company LLC/ Wisconsin Public Power	December 22, 2003
1340	Interstate Power and Light/ GM Transmission, LLC	December 22, 2003
1344	Premier Energy Marketing LLC	December 1, 2003
1348	Croswell Light & Power	November 20, 2003
1349	Hoosier Energy Rural Electric Cooperative, Inc./ Hoosier Energy Rural Electric Cooperative, Inc. and Wabash Valley Power Association, Inc.	January 21, 2004

ATTACHMENT H (Continued)

Service Agreement No.	Customer	Date of Service Agreement
1350	Louisville Gas & Electric Company/Louisville Gas & Electric Company and Kentucky Utilities Company	January 27, 2004
1354	Allete, Inc., d/b/a Minnesota Power	January 23, 2004
1355	Interstate Power and Light Company, a wholly owned subsidiary of Alliant Energy/Roquette America	January 30, 2004
1356	Cinergy Services, Inc./Hoosier Energy Rural Electric Cooperative, Inc., acting as agent for and on behalf of Hoosier Energy Rural Electric Cooperative, Inc., and Wabash Valley Power Association, Inc.	January 30, 2004
1366	CAM Energy Products, LP	December 18, 2003
1367	Michigan Electric Transmission Company, LLC/Wolverine Power Supply Cooperative (Redwood Interconnection Facilities Agreement)	January 1, 2004
1369	Interstate Power and Light Company, a wholly owned subsidiary of Alliant Energy/Adrian Public Utilities	March 5, 2004

ATTACHMENT I

Index Of Transmission Customers Eligible For Schedule 10-A

Ameren Energy, Inc.
Ameren Energy Marketing
Ameren Services Company
Bluegrass Generation Company, LLC
Calcasieu Power, LLC
ComEd ESO for PPO Customers
ComEd Wholesale Marketing
Commonwealth Edison Company
Dynegy Canada Marketing & Trade
Dynegy Energy Services, Inc.
Dynegy Marketing and Trade
Dynegy Midwest Generation, Inc.
Dynegy Power Marketing, Inc.
Dynegy Power Services, Inc.
Exelon Energy
Exelon Energy Power Team
Exelon Generation Company LLC
Foothills Generating, L.L.C.
Heard County Power, L.L.C.
Illinois Power Co.
Illinois Power Energy, Inc.
Illinois Power PPO
Illinova Energy Partners, Inc.
Illinova Generating Co.
Illinova Power Marketing Inc.
Renaissance Power, LLC
Rockingham Power, L.L.C.
Riverside Generating Company, L.L.C.
Rocky Road Power, LLC
Rolling Hills Generating, L.L.C.

TRANSMISSION PROVIDER/ITC ATTACHMENT J										
1	2	3	4	5	6	7	8	9	10	11
TRANSMISSION		TRANSMISSION REQUESTS ¹						ENERGY SCHEDULING		
Service Type	Term	No Later Than	No Earlier Than	Transmission Provider Response to Application	Determine Capacity Available	System Impact Study	Customer Response (Confirmation) ^{2/}	Day-Ahead Market and Changes No Later Than	Real-Time Market No Later Than	Real-Time Charges No Later Than
Firm	Long-term, 1 year or more	60 days prior	N/A	24 hours	30 days	60 days	15 days	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to start of the Operating Hour
Firm	Monthly	30 days prior or less if practicable	12 months prior	1 hour	30 days	60 days	4 days	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to start of the Operating Hour
Firm	Weekly	7 days prior or less if practicable	60 days prior	1 hour	5 days	N/A	48 hours	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to start of the Operating Hour
Firm	Daily	1300 hrs day prior	14 days prior	10 minutes	1400 hrs day prior	N/A	2 hours ³	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to start of the Operating Hour

¹ The Transmission Provider, in its discretion exercised on a non-discriminatory basis, may waive any of these requirements. All times are Eastern Standard Time.

² For transactions not covered by an umbrella service agreement, the customer response must be execution of a service agreement or a request that an unexecuted service agreement be filed with the Commission pursuant to Module B, Section 15.3 of this Tariff. For transactions under an umbrella service agreement, the above times are the deadlines by which time the customer must notify The Transmission Provider of its acceptance of the offer to provide transmission.

³ Firm Daily for a single day that is submitted more than 24 hours in advance of the start time has a 24 hour customer confirmation time.

TRANSMISSION PROVIDER/ITC ATTACHMENT J (CONT'D.)										
1	2	3	4	5	6	7	8	9	10	11
TRANSMISSION		TRANSMISSION REQUESTS						ENERGY SCHEDULING		
Service Type	Term	No Later Than	No Earlier than	Transmission Provider Response to Application	Determine Capacity Available	System Impact Study	Customer Response (Confirmation)	Day-Ahead Market and Changes No Later than	Real-Time Market No later than	Real-Time changes No later than
Non-Firm	Monthly	2 days prior	60 days prior	1 hour	12 hours	N/A	24 hours	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour
Non-Firm	Weekly	30 hrs prior	14 days prior	1 hour	4 hour	N/A	24 hours	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour
Non-Firm	Daily	1300 hrs day prior	3 days prior	1 hour	30 minutes	N/A	2 hours	0900 hrs day prior.	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour

TRANSMISSION PROVIDER/ITC ATTACHMENT J (CONT'D.)										
1	2	3	4	5	6	7	8	9	10	11
TRANSMISSION		TRANSMISSION REQUESTS						ENERGY SCHEDULING		
Non-Firm	Hourly (Prior Day)	1500 hrs day prior or later if practicable	1300 hrs day prior	10 minutes	15 minutes	N/A	30 minutes	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour
Non-Firm	Hourly	1 hour prior	Current Day ⁴	10 minutes	15 minutes	N/A	5 minutes	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour
Non-Firm ⁵	Hourly (Intra-Hour)	30 minutes prior to hour	1 hour prior	10 minutes	Best Effort	N/A	5 minutes	0900 hrs day prior	30 minutes prior to the start of the Operating Hour	30 minutes prior to the start of the Operating Hour

⁴ Or 2300 hours of the previous day if for first hour of day.

⁵ See, Midwest ISO OATT, Section 14.2.

ATTACHMENT K
[RESERVED FOR FUTURE USE PAGES 1185 - 1205]

ATTACHMENT L

CREDIT POLICY

POLICY STATEMENT:

It is the policy of the Transmission Provider that prior to an entity ("Applicant") taking any service under this Tariff, holding any FTR or becoming a Transmission Customer or Market Participant, the Applicant must demonstrate its ability to meet the Transmission Provider's credit requirements.

Prior to becoming a Transmission Customer or Market Participant (together "Participant"), of the Transmission Provider, each Applicant must have an approved Credit Application (including having executed a Credit Agreement, in form and substance acceptable to the Transmission Provider, in its sole discretion) and establish a Total Credit Limit with the Transmission Provider for services under this Tariff, including, without limitation, Transmission Service and Market Activities. Because all Transmission Service transactions are subject to congestion costs and marginal losses, every Transmission Customer of the Transmission Provider must either apply to be a Market Participant or be represented by a duly authorized Market Participant in good standing pursuant to the terms and conditions of this Credit Policy and the Agreements. In addition to completing a Credit Application, each Applicant and/or Participant will be subject to a complete credit evaluation that will include, but not be limited to, a review of financial statements, Rating Agency reports, and other pertinent indicators of credit strength. An existing Transmission Customer who is applying to become a Market Participant need not provide the information required in Section I.A of this Credit Policy as such information is already on file with Transmission Provider.

POLICY INTENT:

This Credit Policy describes requirements for: (1) the establishment and maintenance of credit by Market Participants, Transmission Customers, and Applicants pursuant to one or more Credit Agreements, and (2) forms of security that will be deemed acceptable (hereinafter the “Financial Security”) in the event the Applicant and/or Participant does not satisfy the financial requirements to establish Unsecured Credit to cover its Total Potential Exposure.

This policy also sets forth: (i) the basis for establishing the individual Total Credit Limit that will be imposed on an Applicant and/or Participant in order to minimize the possibility of failure of payment for services rendered pursuant to the Agreements and (ii) various obligations and requirements the violation of which will result in a Default pursuant to this policy, this Tariff and the Agreements.

The Transmission Provider shall administer and implement the terms of this Credit Policy.

APPLICABILITY:

This policy applies to all Applicants and Participants who take Transmission Service under this Tariff, utilize services or participate in the Energy Markets, hold FTRs, or otherwise participate in Market Activities under Module C of this Tariff.

NOTICE:

All written notifications by the Transmission Provider under this policy shall be in accordance with Section 7.15 of this Tariff. Notifications to Applicants and/or Participants will be sent to their Credit Contact.

IMPLEMENTATION:

I. CREDIT EVALUATION

Each Applicant will be subject to a complete credit evaluation in order for the Transmission Provider to determine creditworthiness and to establish an Unsecured Credit Allowance, if appropriate. The Transmission Provider will identify any necessary Financial Security requirements and establish a Total Credit Limit for each Applicant and/or Participant. In addition, the Transmission Provider will perform follow-up credit evaluations on at least an annual basis. *See* Section I.B of this Credit Policy entitled “Ongoing Credit Evaluation” for further information.

If a Corporate Guaranty is being utilized to establish credit for an Applicant and/or Participant, the Guarantor will be evaluated and the Unsecured Credit Allowance granted, if any, based on the financial strength of the Guarantor.

A. Initial Credit Evaluation

In completing the initial credit evaluation, the Transmission Provider will consider:

1) Rating Agency Reports

In evaluating credit strength, the Transmission Provider will review Rating Agency reports from Standard & Poor’s, Moody’s Investors Service, Fitch Ratings, or other Rating Agencies. The focus of the review will be on an entity’s unsecured, senior long-term debt ratings. If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings. The Transmission Provider will also evaluate creditworthiness based on financial statements and other information as described below. The same quantitative and qualitative factors will be used to evaluate entities whether or not they have rated debt.

2) Financial Statements and Related Information

Each Applicant must submit financial statements for each completed fiscal quarter of the then current fiscal year including the most recent fiscal quarter, as well as audited financial statements for the three fiscal years most recently ended, or the period of existence of the Applicant, if shorter.

The information should include, but not be limited to, the following:

- a.** If publicly traded:
 - i.** Annual Reports on Form 10-K for the three fiscal years most recently ended, together with any amendments thereto;
 - ii.** Quarterly Reports on Form 10-Q for each completed fiscal quarter of the then current fiscal year, together with any amendments thereto; and
 - iii.** Form 8-K reports, if any have been filed since the most recent Form 10-K.
- b.** If privately held, for each of the three fiscal years most recently ended and each completed fiscal quarter of the then current fiscal year
 - i.** Report of Independent Accountants for each fiscal year;
 - ii.** Financial Statements, including:
 - Balance Sheet
 - Income Statement
 - Statement of Cash Flows
 - Statement of Stockholder's Equity;
 - iii.** Notes to Financial Statements; and
 - iv.** Management's Discussion & Analysis (if available)

If the above information is available through the Internet, the Applicant may provide a letter stating where such information can be located and retrieved by the Transmission Provider. If an Applicant files Form 10-K, Form 10-Q or Form 8-K with the Securities and Exchange Commission ("SEC"), then the Applicant has satisfied the requirement of indicating to the Transmission Provider where the information in this Section I.A.2(a) can be located through the Internet. For certain Applicants, some of the above financial submittals may not be applicable, and alternate requirements may be specified by the Transmission Provider.

In the credit evaluation of cooperatives, government agencies and municipalities, the Transmission Provider may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3) References

Each Applicant is to provide at least one (1) bank and three (3) Significant Trade References.

4) Litigation, Commitments and Contingencies

Each Applicant is also required to identify and provide information as to any known pending or, to the knowledge of any such Applicant's directors, officers or general counsel, threatened litigation, arbitrations, investigations, proceedings, commitments, contingencies, or liabilities that is Material or would be Material if adversely determined, as well as any prior bankruptcy declarations or petitions by or against the Applicant, its predecessors, subsidiaries or Affiliates, or any Material defalcations or fraud by or involving the Applicant, its predecessors, subsidiaries or Affiliates, or any of their respective assets, if any. These disclosures shall be made by Applicant upon application, and promptly upon any initiation or change with respect to any of the above matters. The Applicant shall resubmit and update such information at least annually thereafter, or as requested by the Transmission Provider.

5) Other Disclosures

Each Applicant is required to disclose any Affiliates that are Participants and/or Applicants of the Transmission Provider. Each Applicant is also required to disclose the existence of any ongoing investigations by the SEC, the Commission, or any other governing, regulatory, or standards body. These disclosures shall be made by all Applicants upon application, and promptly upon any initiation or change with respect to any of the above matters. The Applicant shall resubmit and update such information at least annually thereafter, or as requested by the Transmission Provider.

6) Estimated Peak Load Data Requirement

Each Applicant will present to Transmission Provider staff its estimated annual Peak Load for Network Integration Transmission Service by Point of Delivery and its estimated amount of reserved Capacity for Point-To-Point Transmission Service by Point of Delivery. This information is identified on the “Service Worksheet” in Section 5.1 of the Transmission Customer Registration Packet. A calculation with the information provided in the “Service Worksheet” and applicable rates for each month of service charges create the initial value of Total Potential Exposure associated with Transmission Service needed for credit monitoring purposes.

7) Virtual Transactions Designation

Each Applicant that intends to participate in any Virtual Transactions will present to the Transmission Provider staff a designation of its Virtual MWh Limit by submitting the form entitled “*Acknowledgement and Certification of Understanding of Midwest ISO Financial Security Policy and Procedures for Virtual Transactions*,” the form of which is attached to this Credit Policy as Exhibit I.

8) FTR Auction Designation

Each Applicant that intends to submit FTR Offers or FTR Bids in an FTR Auction will present to the Transmission Provider staff a designation of its FTR Auction Credit Requirement by submitting the form entitled “*Acknowledgement and Certification of Understanding of Midwest ISO Financial Security Policy and Procedures for FTR Auctions*”, the form of which is attached to this Credit Policy as Exhibit II.

9) Other Information

Each Applicant will submit such additional information requested by the Transmission Provider necessary to calculate the Applicant’s Total Potential Exposure.

B. Ongoing Credit Evaluation

On at least an annual basis, the Transmission Provider will perform follow-up credit evaluations on each Participant. In completing the credit evaluation, the Transmission Provider will consider: